



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

AUG 14 2012

C. Michael Gilliland, Esq.
Hogan Lovells US LLP
555 Thirteenth Street, NW
Washington, DC 20004

RE: MUR 6463
John "Jack" Joseph
Antaramian and the Antaramian
Development Corporation of Naples

Dear Mr. Gilliland:

On, July 31, 2012, the Federal Election Commission accepted the signed conciliation agreement submitted on your clients' behalf in settlement of a violation of 2 U.S.C. §§ 441b(a), 441a(a)(1)(B) and 441a(a)(3)(B), provisions of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter.

Documents related to the case will be placed on the public record within 30 days. See Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003) and Statement of Policy Regarding Placing First General Counsel's Reports on the Public Record, 74 Fed. Reg. 66132 (Dec. 14, 2009). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B).

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

Peter G. Blumberg
Assistant General Counsel

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

2012 MAY -7 PM 1:35

In the Matter of)
)
Antaramian Development Corporation of Naples)
John "Jack" Joseph Antaramian)

MUR 6463

OFFICE OF GENERAL
COUNSEL

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint by Iraj J. Zand and Raymond Sehayek. The Federal Election Commission ("Commission") found reason to believe that Respondents Antaramian Development Corporation of Naples and John "Jack" Joseph Antaramian violated 2 U.S.C. § 441b(a), and that Jack Antaramian also violated 2 U.S.C. §§ 441a(a)(1)(B) and 441a(a)(3)(B).

NOW, THEREFORE, the Commission and Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. The Antaramian Development Corporation of Naples ("ADCN") is a for-profit Florida corporation whose president and owner is Jack Antaramian.

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2. The Democratic National Committee ("DNC") is a national political party committee within the meaning of 2 U.S.C. §§ 431(4) and 431(14). Its treasurer is Andrew Tobias. Organizing for America ("OFA") is project of the DNC.

3. The Obama Victory Fund ("OVF") is a political committee within the meaning of 2 U.S.C. § 431(4). Pursuant to 11 C.F.R. § 102.17, the OVF served as a joint fundraising representative that conducted fundraising events during the 2008 election cycle, disbursing its proceeds to the DNC and to Obama for America, the principal campaign committee of Barack Obama.

4. The Federal Election Campaign Act of 1971, as amended ("the Act"), defines a "contribution" to include, *inter alia*, "anything of value made by any person for the purpose of influencing any election to Federal office." 2 U.S.C. § 431(8)(A)(i). The Commission's regulations provide that "anything of value" includes all in-kind contributions, including the provision of goods or services without charge or at a charge which is less than the usual and normal charge for such goods or services. 11 C.F.R. § 100.52(d)(1).

5. A corporation is prohibited from making contributions in connection with any election of any candidate for federal office. *See* 2 U.S.C. § 441b(a). In addition, section 441b(a) prohibits any officer or director of any corporation from consenting to any contribution made by the corporation.

6. Pursuant to the Act's limits for the 2008 election cycle, no person shall make contributions to the political committees established and maintained by a national political party in a calendar year which, in the aggregate, exceed \$28,500. 2 U.S.C. § 441a(a)(1)(B). Pursuant to the Act's limits for the 2010 election cycle, no person shall

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make contributions to the political committees established and maintained by a national political party in a calendar year which, in the aggregate, exceed \$30,400. *Id.*

7. The \$108,200 biennial limit for the 2007-08 election cycle is comprised of a \$42,700 limit to candidate committees, *see* 2 U.S.C. § 441a(a)(3)(A), and a \$65,500 limit "in the case of any other contributions," of which not more than \$42,700 "may be attributable to contributions to political committees which are not political committees of national political parties." 2 U.S.C. § 441a(a)(3)(B).

8. Pettit Square Partners, LLC ("Pettit Square"), leased office space to ADCN for a four year period starting on July 1, 2009. ADCN was to begin paying a monthly rate of \$3,639.58 to Pettit Square starting on January 1, 2010, due at the beginning of each month through the end of the lease on June 30, 2013. The DNC and OFA first occupied the space on July 23, 2009 and remained in it through March 3, 2010. However, there was no sublease or modification of the lease between ADCN and Pettit Square, and the DNC did not pay any rent for the duration of its occupancy.

9. Pettit Square filed a lawsuit against ADCN and the DNC in March 2010 to evict the DNC, and to recover rent for the use of the space. As part of a litigation settlement, the DNC paid \$29,117 to Pettit Square by check dated October 29, 2010. Accordingly, the DNC accepted that amount as an in-kind contribution by conducting its operations on the premises for over seven months without charge, and ADCN made an in-kind corporate contribution to the DNC by allowing the DNC to use the space.

10. Jack Antaramian and ADCN made in-kind contributions in connection with setting up and operating the above office space that included (1) \$487.50 paid by Jack Antaramian for professional movers to move furniture and a copy machine

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to the office, (2) \$511.06 paid by Jack Antaramian for an electrician to install new electrical outlets for the OFA, and (3) \$135 paid by ADCN for services performed on computer systems at the OFA office.

11. Given that Jack Antaramian had reached his 2009 contribution limit to the DNC before it started occupying the premises, his payments constituted excessive in-kind contributions to the DNC. The payment by ADCN constituted an in-kind corporate contribution to which Antaramian consented.

12. Jack Antaramian also made an in-kind contribution in connection with an October 8, 2008 OVF fundraising event at the Naples Bay Resort by paying \$24,184.54 in catering costs, service charges, rental equipment costs, and other event expenses. At the time of the event, Jack Antaramian had reached his \$2,300 contribution limit to Obama for America, *see* 2 U.S.C. § 441a(a)(1)(A), and had contributed \$22,700 to the DNC, leaving him with a remaining limit of \$5,800 to the DNC. *See* 2 U.S.C. § 441a(a)(1)(B). Accordingly, he exceeded his 2008 contribution limit to the DNC by \$18,384.54.

13. Jack Antaramian made total direct contributions of \$62,400 during the 2008 election cycle, comprised of \$37,400 to state party committees, \$22,700 to the DNC, and \$2,300 to Obama for America. His direct contributions to non-candidate committees, when added to his 2008 in-kind contributions to the DNC, exceeded his limit for "other contributions" at U.S.C. § 441a(a)(3)(B) by \$18,784.54.

V. 1. Respondents made or consented to making a prohibited contribution in the form of office space used by the DNC in 2009 and 2010 and payment for expenses associated with office space used by the DNC, in violation of 2 U.S.C. § 441b(a).

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2. Respondent Jack Antaramian made an excessive contribution to the DNC in 2008 and 2009 and exceeded his biennial limit for the 2008 election cycle, in violation of 2 U.S.C. §§ 441a(a)(1)(B) and 441a(a)(3)(B).

3. Respondents will cease and desist from violating 2 U.S.C. §§ 441b(a), 441a(a)(1)(B) and 441a(a)(3)(B).

VI. Respondents will pay a civil penalty to the Federal Election Commission in the amount of Fifteen Thousand Dollars (\$15,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondents shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement(s) contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

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FOR THE COMMISSION:

Anthony Herman
General Counsel

BY:

Daniel Petalas / CG
Daniel A. Petalas
Associate General Counsel
for Enforcement

8-13-12
Date

FOR THE RESPONDENTS:

C. Michael Gilliland
Position: Attorney for
Respondents

May 4, 2012
Date

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